



Thursday, November 18, 2021  
Governing Board Agenda

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**Location: Bellevue-Santa Fe Charter School**  
**1401 San Luis Bay Drive**  
**San Luis Obispo, CA 93405**

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**4:00-5:00 p.m. OPEN SESSION**

**1. OPEN SESSION**

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1.01 Pledge of Allegiance

**2. ACTION**

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2.01 Consensus on Order of Business  
2.02 Approval of Minutes – October 21, 2021

**3 PUBLIC INPUT**

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3.01 Correspondence  
3.02 Public Comment

**4. ADMINISTRATOR UPDATES**

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**5. PTO REPORT**

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**6. INFORMATION**

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6.01 Reports by Board members  
6.02 Enrollment Report

**7. PUBLIC HEARING**

7.01 Educator Effectiveness Block Grant (EEBG)

**8. DISCUSSION**

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8.01 First Interim Budget Report  
8.02 PTO MOU Committee  
8.03 Independent Study Policy (2<sup>nd</sup> Reading)  
8.04 Racial Balance Outreach Policy (1<sup>st</sup> Reading)  
8.05 Admissions Policy (1<sup>st</sup> Reading)  
8.06 Parking

**9. ACTION**

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9.01 First Interim Budget Report  
9.02 PTO MOU Committee  
9.03 Independent Study Policy (2<sup>nd</sup> Reading)  
9.04 Racial Balance Outreach Policy (1<sup>st</sup> Reading)  
9.05 Admissions Policy (1<sup>st</sup> Reading)

**10. CONSENT AGENDA**

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N/A

**11. UPCOMING MEETING PLANNING**

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11.01 Develop Agenda  
11.02 Review assignments and action items  
11.03 Next scheduled meeting: December 16, 2021





**Thursday, October 21, 2021  
Governing Board Draft Minutes**

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**Location: Bellevue-Santa Fe Charter School**  
**1401 San Luis Bay Drive**  
**San Luis Obispo, CA 93405**  
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**3:30-4:00 p.m. CLOSED SESSION**

**In attendance:** Ellen Pitrowski, Bradley Escobar, Julie Stellpflug, Megan Horner, Julie Turk, JoEd Sennes, Kevin Ashworth

**4:00-5:00 p.m. OPEN SESSION**

**In attendance:** Ellen Pitrowski, Bradley Escobar, Julie Stellpflug, Megan Horner, Julie Turk, JoEd Sennes, Kevin Ashworth

**Public:** Jenny Crooks, Vicki Cheatwood, Cole Cheatwood, Jen Senior

**1. OPEN SESSION**

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1.01 Announce Closed Session items

**2. CLOSED SESSION**

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2.01 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)  
Name of case: OAH Case No. 2021090586

**3. OPEN SESSION**

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3.01 Announce action from Closed Session - There was no action from Closed Session.  
3.02 Pledge of Allegiance

**4. ACTION**

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4.01 Consensus on Order of Business  
4.02 Approval of Minutes – September 16, 2021

Julie Stellpflug made a motion to approve the minutes. Julie Turk seconded. All were in favor.

**5 PUBLIC INPUT**

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5.01 Correspondence - None received  
5.02 Public Comment

Vicki Cheatwood - Wanted to recognize Dena, Christy, and Christian. Both children have been so excited about coming to school and all of the activities they are doing. Volunteering in all those settings has been such a pleasure. The students are growing so much.

Jenny Crooks - Want to thank our teachers and administration for everything the staff at this school does. You lead with kindness and grace and patience. You are all impressive.

Jen Senior - I've been so impressed with the YMCA and the program they are offering our families. They are organized and thoughtful in what they provide.

**6. ADMINISTRATOR UPDATES**

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So many great things happening at school. There are truly countless opportunities where I see involvement at the school. The fundraiser last Sunday was beautiful. I'm excited for the Tiki Time fundraiser this coming Saturday. We're looking into getting a 3D printer for science to enhance the engineering instruction for upper grades.

**7. PTO REPORT**

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Gino's Pizza restaurant night raised over \$200. The Scarecrow event was really fun. There were so many families and parents volunteering. There is an ice cream party on a Friday with gluten free and lactose free options. Tiki Time is coming on Saturday. Amy Parker Harris has done a great job organizing this event.

## **8. INFORMATION**

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### 8.01 Reports by Board members

JoEd - This is a great place to work because of the support of our school community. Your support allows us to push our students and see them grow.

Kevin - 6th-graders culminated their reading of Touching Spirit Bear with a day of activities in which they experienced the same events the main character in the novel did. Parents were so gracious and generous with their donations in order to make this special event happen.

Megan - Bellevue is feeling like Bellevue again. Seeing Electives and Artist in Residence coming back is so good for the kids. It's good to volunteer and support the school just because. The technology informational night held with the SLO County Sheriff was really good. I hope more parents will attend this event in the future. The parking situation still seems pretty dangerous. I'm open to ideas to help make the whole process safer for everyone.

Bradley - The entrepreneur fair in Avila was a neat event. The Castle Noland event was also really nice. It was a pretty venue. It was good to see everyone.

Julie Stellpflug - It's nice to see the variety of ways people are helping to raise money for our school - especially the hard work of the PTO. As a parent and trustee, our campus is looking the best it's ever been. I'd also like to thank Julie, Lisa Dostal, and the staff for all their work with the COVID protocols.

Ellen - Thank you to the PTO for bringing so much positivity to our school. Thank you to Julie for everything she does for the school.

### 8.02 Enrollment Report

Enrollment is steady. We have one family that is possibly enrolling in grades where we have spaces available. They will be visiting on Monday.

## **9. DISCUSSION**

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### 9.01 Independent Study Policy (1- reading)

A discussion of the policy was held. Julie Turk will be looking into whether or not Independent Study can be offered more than once in a school year.

### 9.02 Anaphylaxis Policy (1- reading)

This is an administrative policy and the law has not changed. Julie is looking into getting Epi Pens for the school (in two sizes). There will then be training on the use of the pens.

### 9.03 Afterschool Care

A discussion of after-school care was held.

## **10. ACTION**

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### 10.01 Independent Study Policy (1- reading)

No action was taken.

### 10.02 Anaphylaxis Policy (1- reading)

Megan made a motion to approve the policy. Kevin seconded. All were in favor.

## **11. CONSENT AGENDA**

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N/A

## **12. UPCOMING MEETING PLANNING**

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12.01 Develop Agenda - Add parking lot safety to November, bring back Independent Study for action in November, add Admissions Policy to November, move Internal Complaint to January,

12.02 Review assignments and action items

Julie will find out if the number of Independent Study offerings per year is in EdCode/law.

12.03 Next scheduled meeting: November 18, 2021



**BELLEVUE-SANTA FE CHARTER SCHOOL  
CURRENT ENROLLMENT  
2021-2022 SCHOOL YEAR  
November 15, 2021**

<b>Forum</b>	<b>Enrollment</b>
Yellow (K)	24
Orange (1)	24
Red (2/3)	24
Purple (2/3)	24
Green (4/5)	22
White (4/5)	23
Blue (6)	20
<b>Enrollment K-6</b>	<b>161</b>
<b>K-3</b>	<b>96</b>
<b>4-6</b>	<b>65</b>

118 Families



BELLEVUE SANTA FE CHARTER SCHOOL  
BOARD OF EDUCATION

Date: November 18, 2021  
To: Trustees  
From: Julie Turk, Principal  
Subject: Report, Educator Effectiveness Block Grant

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Background:

In response to the acute training needs brought on by the COVID-19 pandemic, and to address other ongoing training needs, Governor Newsom's 2021-22 state budget provides \$1.5 billion in one-time funding for professional development for teachers, paraprofessionals, administrators and certificated staff who work with students.

Professional development content areas include:

- Coaching and induction
- Standard aligned instruction and literacy improvement
- Student well-being
- Reengaging pupils and accelerated learning

Funds were allocated on the basis of an equal amount per certificated and classified FTE. Funds may be expended during the 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26 fiscal years. An annual data and expenditure report will be due each year on or before September 30. A final data and expenditure report will be due on or before September 30, 2026. Any funds not expended by June 30, 2026, must be returned to the California Department of Education (CDE). The Educator Effectiveness funds are subject to the annual audits required by California Education Code Section 41020.

Allocation for the Educator Effectiveness Block Grant				
	Classified FTE 2020 CBEDS	Certificated FTE CBEDS 2020	Sum	Allocation (FTE x \$2415.80)
BSFCS	2.2	11.0	13.2	\$31,889.00

The local plan for the Educator Effectiveness funds (EEF) needs to be heard in a public meeting of the governing board of the school district, the county board of education, or governing body of the charter school, before its adoption in a subsequent public meeting. This must take place on or before December 30, 2021. The approved EEF Plan is then submitted to the County Office.



Expenditure Plan

Culturally Responsive Teaching/Multi-Cultural Literacy Professional Development	16,889.00
Instructional Rounds Professional Development	15,000.00

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Recommendation:

Report only 11/18/21, Action Item Approval 12/16/21



**Bellevue Santa Fe**

**MYP**

		Projected Year Totals 21-22	Percent Change (Cols F-D/D)	22-23 Projection	Percent Change (Cols H-F/F)	23-24 Projection
<b>A. Revenues and Other Financing Sources</b>						
1. LCFF/Taxes	8010-8099	\$ 1,490,220.00	0.79%	\$ 1,502,064.00	1.40%	\$ 1,523,123.00
2. Federal Revenues	8100-8299	58,555.00	5.52%	61,785.00	0.00%	61,785.00
3. Other State Revenues	8300-8599	71,530.00	-54.65%	32,437.00	0.00%	32,437.00
4. Other Local Revenues	8600-8799	134,790.00	-11.95%	118,683.00	0.00%	118,685.00
5. Other Financing Sources						
a. Transfers In	8900-8929	-		-		-
b. Other Sources	8930-8979	-		-		-
c. Contributions	8980-8999	-		-		-
6. Total Sums (1-4c)		\$ 1,755,095.00		\$ 1,714,969.00		\$ 1,736,030.00
<b>B. Expenditures and Other Financing Uses</b>						
1. Certificated Salaries						
a. Base Salaries		\$ 953,381.00		\$ 969,006.00		\$ 1,003,097.00
b. Step and Column Adj				15,035.00		21,838.00
c. Other Adj				19,056.00		22,274.00
Total Certificated	1000-1999	953,381.00	5.21%	1,003,097.00	4.40%	1,047,209.00
2. Classified Salaries						
a. Base Salaries		134,422.00		95,500.00		96,650.00
b. Step and Column Adj				3,269.00		1,476.00
c. Other Adj				1,498.00		1,477.00
Total Classified Salaries	2000-2999	134,422.00	-25.41%	100,267.00	-0.66%	99,603.00
3. Employee Benefits	3000-3999	340,179.00	-5.71%	320,768.00	3.70%	332,638.00
4. Books and Supplies	4000-4999	55,800.00	-15.64%	47,073.00	0%	47,073.00
5. Services and Other Oper	5000-5999	267,006.00	-10.33%	239,411.00	0.00%	239,411.00
6. Capital Outlay	6000-6999	9,300.00	0.00%	9,300.00	0.00%	9,300.00
7. Other Outgo	7100-7299	-	#DIV/0!	-	#DIV/0!	-
8. Other Outgo Indirect	7300-7399	-	#DIV/0!	-	#DIV/0!	-
9. Other Financing Uses						
a. Transfers Out	7600-7629	-	#DIV/0!	-	#DIV/0!	-
b. Other Uses	7630-7699	-		-		-
10. Other Adjustments						
11. Total Sum (1-10)		\$ 1,760,088.00		\$ 1,719,916.00		\$ 1,775,234.00
Net Increase (Decrease) in Fund Balance (A6-B11)		\$ (4,993.00)		\$ (4,947.00)		\$ (39,204.00)
<b>D. Fund Balance</b>						
1. Net Beginning Fund Balance		\$ 674,844.36		\$ 669,851.36		\$ 664,904.36
2. Ending Fund Balance (Sum Lines C and D1)		\$ 669,851.36		\$ 664,904.36		\$ 625,700.36
3. Components of Ending Fund Balance (Form 01)						
a. Nonspendable	9710-9719	247,529.57		247,529.57		247,529.57
b. Restricted	9740	-		-		-
c. Committed						
1. Stabilization Arrangements	9750	-		-		-
2. Other Commitments	9760	-		-		-
d. Assigned						
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	78,515.00		85,995.80		88,761.70
2. Unassigned/Unapproved	9790	343,806.79		331,378.99		289,409.09
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		\$ 669,851.36		\$ 664,904.36		\$ 625,700.36
<b>E. Available Reserves (Unrestricted Except as Noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	-		-		-
b. Reserve for Economic Uncertainties	9789	78,515.00		85,995.80		88,761.70
c. Unassigned/Unappropriated	9790	343,806.79		331,378.99		289,409.09
d. Negative Rstricted Ending Fund balance	979z	-		-		-
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	-		-		-
b. Reserve for Economic Uncertainties	9789	-		-		-
c. Unassigned/Unappropriated	9790	-		-		-
3. Total Available Reserves - By Amount (Sum Lines E1 thru E2c)		\$ 422,321.79		\$ 417,374.79		\$ 378,170.79
4. Total Reserves - By Percent (Lines E3 divided by line F3c)		23.99%		24.27%		21.30%
<b>F. Recommended Reserves</b>						
2. District ADA - Funded						
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses		1,760,088.00		1,719,916.00		1,775,234.00
b. Plus: Special Education Pass-Through fund (Line F1b2, if Line F1a Is No)		-		-		-
c. Total Expenditures and Other Financing Uses (Line F3a plus Line F3b)		1,760,088.00		1,719,916.00		1,775,234.00
d. Reserve Standard Percentage Level (Refer to Form 01, C&I 10 for calculation details)		5%		5%		5%
e. Reserve Standard by Percent (Line F3c times F3d)		88,004.40		85,995.80		88,761.70
f. Reserve Standard - by Amount		-		-		-
g. Reserve Standard (Greater of Line F3e or F3f)		88,004.40		85,995.80		88,761.70
h. Available Reserves (Line e3) Meet Reserve Standard (Line F3g)		Yes		Yes		Yes

2021-22 First Interim  
 General Fund  
 Summary - Unrestricted/Restricted  
 Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	1,477,148.00	1,477,148.00	522,217.28	1,490,220.00	13,072.00	0.9%
2) Federal Revenue		8100-8299	58,555.00	58,555.00	0.00	58,555.00	0.00	0.0%
3) Other State Revenue		8300-8599	57,735.00	57,735.00	(10,228.68)	71,530.00	13,795.00	23.9%
4) Other Local Revenue		8600-8799	121,383.00	121,383.00	48,205.82	134,790.00	13,407.00	11.0%
5) TOTAL, REVENUES			1,714,821.00	1,714,821.00	560,194.42	1,755,095.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	913,695.00	913,695.00	208,508.16	953,381.00	(39,686.00)	-4.3%
2) Classified Salaries		2000-2999	102,988.00	102,988.00	32,042.48	134,422.00	(31,434.00)	-30.5%
3) Employee Benefits		3000-3999	350,843.00	350,843.00	78,698.05	340,179.00	10,664.00	3.0%
4) Books and Supplies		4000-4999	55,800.00	55,800.00	3,932.34	55,800.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	256,739.11	256,739.11	79,628.63	267,006.11	(10,267.00)	-4.0%
6) Capital Outlay		6000-6999	9,300.00	9,300.00	700.00	9,300.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,689,365.11	1,689,365.11	403,509.66	1,760,088.11		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			25,455.89	25,455.89	156,684.76	(4,993.11)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

2021-22 First Interim  
 General Fund  
 Summary - Unrestricted/Restricted  
 Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			25,455.89	25,455.89	156,684.76	(4,993.11)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	674,844.36	674,844.36		674,844.36	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			674,844.36	674,844.36		674,844.36		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			674,844.36	674,844.36		674,844.36		
2) Ending Balance, June 30 (E + F1e)			700,300.25	700,300.25		669,851.25		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			43,199.00	43,199.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			657,101.25	657,101.25		669,851.25		



**AGREEMENT & MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BELLEVUE-SANTA FE CHARTER SCHOOL  
AND  
THE PARENT-TEACHER ORGANIZATION OF THE BELLEVUE-SANTA FE  
CHARTER SCHOOL**

**PREAMBLE**

This Memorandum of Understanding (MOU) represents an Agreement between the Bellevue-Santa Fe Charter School, hereinafter known as “BSFCS” and the Parent-Teacher Organization of the Bellevue Santa Fe Charter School, hereinafter known as “PTO.” This MOU shall establish the parameters of operation, authority of performance and functional relationship between the Parties for the purpose of promoting the best opportunities to positively impact the students, staff and community of Bellevue-Santa Fe Charter School through a mutual collaboration of the Parties.

**PTO DEFINED**

PTO is a volunteer organization comprised of, but not limited to, the parents/guardians, family of the students at BSFCS, staff of BSFCS, as well as PTO invited community members. PTO shall, but is not limited to, establish school community consensus on issues pertaining to the academic, social and environmental experiences of the students at BSFCS. In addition, PTO may address and advise the Governing Board of its recommendations pertaining to proposed, existing and potential school-wide policies and facility issues. The PTO may operate extra-curricular activity programs, fundraising events, solicitation of donations and other activities that involve both the community and the students, as authorized by BSFCS.

PTO is not a standing committee of BSFCS and acts independently from BSFCS, as set forth herein and is, therefore, not subject to the Brown Act. Recommendations made to BSFCS shall be advisory unless otherwise specified by BSFCS. PTO REPORT shall be placed on the Governing Board Agenda as a standing agenda item. PTO must, as with the general public, request any item to be placed on a Governing Board Agenda as set forth in the The Ralph M. Brown Act, located at California Government Code 54950 et seq.

**APPLICATION OF FUNDS RAISED THROUGH DONATIONS DIRECTED TO  
PTO AND EVENTS ADMINISTERED BY PTO**

Donations to PTO or funds raised through event activities that are directed toward specific purposes must be approved by BSFCS prior to the event or the acceptance of

donated funds and funds must be distributed to BSFCS in a timely manner for said utilization. General, non-directed donations (PTO excess funds) distributed to BSFCS shall be applied for purposes to be determined at the sole discretion of BSFCS in coordination with PTO practices and bylaws.

### **STATUS OF PTO**

This MOU does not establish any partnership, joint venture, or other relationship between the parties. PTO understands that it is entitled to specific and limited facility utilization to be provided by BSFCS, for activities that have been approved by the Administration of BSFCS. PTO members, employees, agents, subcontractors further agree that they do not represent themselves as employees of BSFCS, and are, therefore, not entitled to the rights or benefits afforded to BSFCS employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefits.

BSFCS agrees to incorporate PTO within its 501(c)(3) California Non-Profit Corporation assignment for purposes of its performance within the community and its donations and fundraising activities. PTO shall establish separate banking and investment accounts and shall not co-mingle funds with BSFCS unless otherwise approved by BSFCS.

### **ADVERTISING**

Unless approved by BSFCS, PTO shall not associate itself with BSFCS through any advertisements or promotions of its programs, other than to identify the program's location; nor shall any assertions of affiliation be made between PTO and BSFCS.

### **TIME AND PLACE OF ACTIVITY PERFORMANCE**

PTO may meet and perform activities, as defined herein, at locations within the school's facilities and at times deemed appropriate by Administration, and which comply with the safety requirements of BSFCS and the District. Prior to implementation of said activities, BSFCS must approve all programs pursued by PTO.

### **EVENT LIABILITY INSURANCE**

PTO agrees to obtain a policy of insurance in the amount of no less than, **ONE MILLION DOLLARS (\$1,000,000.00)** per claim, to cover any negligent acts or omissions committed by PTO or PTO employees, vendors or agents during all events, including but not limited to fundraising events and student performances, administered by PTO and sanctioned by BSFCS, unless otherwise waived by BSFCS, in writing. **A COPY OF SAID LIABILITY POLICY IS SUBMITTED TO BSFCS.**



## **TOOLS, MATERIALS, AND EQUIPMENT**

In general, the PTO agrees to supply all necessary tools, materials, and equipment required to perform its program activities. However, PTO may be supplied, with materials and equipment, that are the property of BSFCS, for the use and benefit of program participants as approved by BSFCS.

## **INDEMNITY**

BSFCS will be held harmless and not liable in any way for problems or complications connected with PTO licenses, insurances, taxes, events or other related matters. PTO agrees, that in consideration of permission to use these school facilities, it shall assume all risks for loss, defend, indemnify, and hold BSFCS, its officers, agents and employees, harmless from and against any and all losses, liability, damages, claims, demands, costs, injuries to persons and property that in any way may be caused by the PTO, its agents, employees, subcontractors or vendors use or occupancy, as well as any and all expenses sustained by it for the acts or omissions or negligence, whether intentional or unintentional, of PTO or any of PTO agents or employees in the performance of activities provided under this Agreement.

PTO also agrees to defend, indemnify, and hold BSFCS, its officers, staff, employees, and administration, harmless from any and all liability it may incur due to PTO failure to abide by any applicable law, statute, rule, regulation or ordinance including, but not limited to, the following: 1) any intentional or negligent act committed by PTO or PTO agents or employees related to or in the performance of any of the PTO activities provided under the Agreement; 2) any misdemeanor, felony or infraction committed by PTO or PTO agents or employees; 3) any breach of any representation or warranty contained in the Agreement; and 4) any determination that the relationship between BSFCS and PTO is other than as set forth herein.

## **FACILITY AVAILABILITY**

BSFCS agrees to furnish space at the sole discretion of BSFCS, on the school's premises for use by the PTO while performing its activities. The PTO agrees to maintain the facilities as clean and safe during the performance of its activities, and to return the facility to its pre-activity state, following each session. PTO agrees to repair, within Thirty (30) Days, any damage to BSFCS facilities, equipment or furnishings resulting from the activities sponsored by the PTO.

Events that are sanctioned by BSFCS, to be located within school property, unless otherwise stipulated in writing, are the sole responsibility of PTO and are not associated with BSFCS or to be considered as school based activities. As such, PTO shall comply

with any and all Local, State and Federal regulations and requirements set forth for use of the school property, comply with all BSFCS safety protocols and shall indemnify and hold harmless BSFCS as set forth, herein.

### **STANDARDS AND LEGAL COMPLIANCE OF FACILITY USER AND ITS EMPLOYEES AND SUBCONTRACTORS**

The PTO agrees that all of its members, employees and agents shall comply with fingerprinting requirements and pass a criminal background check prior to having **direct contact** with students at BSFCS and it will comply with AB 949 as set forth in attached document to this MOU. PTO agrees that vendors contracted for events shall comply with any and all BSFCS requirements to maintain the safety of its students.

The PTO members and any of its employees, agents or subcontractors shall comply with all BSFCS rules and policies, and state and federal laws applicable to the program.

PTO may, at PTO expense, use any employees, vendors, agents or subcontractors as PTO deems necessary to perform the activities of PTO set forth in this MOU. BSFCS may not control, direct, or supervise PTO members, employees, vendors agents or subcontractors in the performance of activities sanctioned by BSFCS for PTO, however, any such individuals must meet the same standards and guidelines set forth herein and commiserate with the policies of BSFCS and the California Education Code, in regard to maintaining the safety and security of the student clients.

### **DURATION AND RENEWAL OF AGREEMENT**

The term of this Agreement shall commence on **March 31, 2020** for duration of **TWO YEARS**, with an expiration date of **March 31, 2022**. This Agreement shall automatically renew for an additional **TWO-YEAR PERIOD** on the date of expiration, with the same terms and conditions set forth herein, unless otherwise noticed for non-renewal of the Agreement by either Party, with **THIRTY (30) DAYS WRITTEN NOTICE** to the other Party prior to the termination date of the Agreement.

### **TERMINATION ON NOTICE**

Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving **THIRTY (30) DAYS WRITTEN NOTICE** to the other party. This agreement may be terminated at will, without explanation or justification, by either party.

### **NOTICES**

Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing or by mail via US Postal Service, registered or certified, postage prepaid with return receipt requested. Notices delivered

personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the or the **FIFTH (5<sup>TH</sup>) DAY** after mailing.

### **ENTIRE AGREEMENT OF THE PARTIES**

This agreement supersedes any and all agreements, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the parties with respect to PTO activities. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by both parties.

### **ATTORNEY FEES**

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the arbitrator or the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### **GOVERNING LAW**

This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Avila Beach, California, on \_\_\_\_\_, 2020

**BELLEVUE-SANTA FE  
CHARTER SCHOOL**

**PTO PRESIDENT**

\_\_\_\_\_  
\_\_\_\_\_  
Holly Warrick, Principal

Signature

\_\_\_\_\_  
Printed Name

## MEDIATION NOTICE

The parties agree to submit any and all disputes, arising from this Agreement, or the action of the parties as they relate to this Agreement, to mediation. Mediation is a non-binding process that facilitates resolution to disputes. The process of mediation may be terminated at any time by either party. Mediation does not prevent or limit any party's right to pursue their claims through litigation, in the event that the mediation process does not lead to resolution of the dispute. However, mediation shall be a condition precedent to any party filing a judicial action and a party's pursuit of litigation.

Although the process of mediation is non-binding, any resolution reached by the parties involved shall become binding upon execution of a mediation agreement. All statements and discussions during the mediation process are inadmissible as evidence in any later legal proceeding. The parties acknowledge they have read and that they understand the provisions of Evidence Code, Sections 1115 through 1128. However, pursuant to Evidence Code, Section 1120, evidence otherwise obtained or available, does not become inadmissible because it has been demonstrated or discussed during the mediation process. And, pursuant to Evidence Code, Sections 1118, 1123 and 1124, a settlement agreement made in connection with the mediation is not inadmissible if made in compliance with the applicable sections.

Should any party attempt to subpoena or otherwise compel the mediator to disclose or provide testimony or evidence obtained during or related to, the mediation process, that party shall be responsible to pay the reasonable attorneys fees and costs of the mediator pursuant to Evidence Code, Section 1127.

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Printed Name & Signature  
PTO PRESIDENT

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Printed Name & Signature  
BSFCS Representative

**Assembly Bill No. 949**  
**CHAPTER 84**

An act to amend Section 45125.1 of the Education Code, relating to school employees.

[ Approved by Governor, July 21, 2017. Filed with Secretary of  
State July 21, 2017. ]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 949, Gipson. School employees: contracts: sole proprietors: criminal background checks.

Existing law requires an employee of an entity that has a contract with a school district to provide janitorial, administrative, grounds and landscape maintenance, transportation, and food services for the school, if that employee may have contact with pupils, to submit or have submitted his or her fingerprints to the Department of Justice, which is required to ascertain whether that individual has been arrested or convicted of a crime and to notify the employer designated by the individual of that fact. Existing law also authorizes a school district, on a case-by-case basis as specified, to require an entity providing schoolsite services other than those listed above to submit or have submitted its employee's fingerprints. The Department of Justice is authorized to forward a copy of the fingerprints to the Federal Bureau of Investigation to verify the record of previous arrests or convictions of the applicant. The Department of Justice is required to review the criminal record summary it obtains from the Federal Bureau of Investigation and notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses which, if committed in California, would have been punishable as a violent or serious felony and is required to provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes.

This bill would provide that an individual operating as a sole proprietor of an entity that has a contract with a school district, as specified, is considered to be an employee of the entity for purposes of the criminal background check requirements described above. The bill would also require a school district to prepare and submit that employee's fingerprints to the Department of Justice. Because this bill would create a new duty for school districts, it would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

**DIGEST KEY**

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

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## BILL TEXT

# THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### SECTION 1.

Section 45125.1 of the Education Code is amended to read:

#### **45125.1.**

(a) Except as provided in subdivisions (b) and (c), if the employees of any entity that has a contract with a school district, as defined in Section 41302.5, to provide any of the following services may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the department for its costs incurred in processing the application:

- (1) School and classroom janitorial.
- (2) Schoolsite administrative.
- (3) Schoolsite grounds and landscape maintenance.
- (4) Pupil transportation.
- (5) Schoolsite food-related.

(b) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

(c) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district when the school district determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee has limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district has made this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees.

(d) A school district may determine, on a case-by-case basis, to require an entity providing schoolsite services other than those listed in subdivision (a) or those described in Section 45125.2 and the entity's employees to comply with the requirements of this section, unless the school district determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee will have limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district makes this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees. If a school district requires an entity providing services other than those listed in subdivision (a) and its employees to comply with the requirements of this section, the Department of Justice shall comply with subdivision (e).

(e) (1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a) or (d) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department of Justice. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the Department of Justice shall ascertain the information required pursuant to this section within three working days. When the Department of Justice

ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a) or (d) has a pending criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the Department of Justice shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or electronic mail to the employer.

(2) The Department of Justice, at its discretion, may notify the school district in instances when the employee is defined as having a pending criminal proceeding described in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1.

(3) The Department of Justice may forward one copy of the fingerprints to the Federal Bureau of Investigation to verify any record of previous arrests or convictions of the applicant. The Department of Justice shall review the criminal record summary it obtains from the Federal Bureau of Investigation and shall notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses that, if committed in California, would have been punishable as a violent or serious felony. The Department of Justice shall not provide any specific offense information received from the Federal Bureau of Investigation. The Department of Justice shall provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes, as specified in Section 45122.1, but shall not provide any information identifying any offense for which an existing employee was convicted or has an arrest pending final adjudication.

(f) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45122.1.

(1) This prohibition does not apply to an employee solely on the basis that the employee has been convicted of a felony if the employee has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.

(2) This prohibition does not apply to an employee solely on the basis that the employee has been convicted of a serious felony that is not also a violent felony if that employee can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he or she has been rehabilitated for the purposes of schoolsite employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the school district in which he or she is a resident.

(g) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall certify in writing to the school district that neither the employer nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1.

(h) An entity having a contract as specified in subdivision (a) on the effective date of this section and an entity required to comply with this section pursuant to subdivision (d) by a school district with which it has a contract on the effective date of the amendments made to this section during the 1997–98 Regular Session shall complete the requirements of this section within 90 days of that date.

(i) For purposes of this section, a charter school shall be deemed to be a school district.

(j) Where reasonable access to the statewide electronic fingerprinting network is available, the Department of Justice may mandate electronic submission of the fingerprint cards and other information required by this section.

(k) (1) For purposes of this section, an individual operating as a sole proprietor of an entity that has a contract with a school district, as specified in subdivision (a), or an entity required to

comply with this section pursuant to subdivision (d), shall be considered an employee of that entity.

(2) To protect the safety of any pupil that may come into contact with an employee of an entity that is a sole proprietorship and has a contract as specified in subdivision (a), or is required to comply with this section pursuant to subdivision (d), a school district shall prepare and submit the employee's fingerprints to the Department of Justice, as described in subdivision (a).

**SEC. 2.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.





**DRAFT**  
**Bellevue-Santa Fe Charter School**  
**INDEPENDENT STUDY AGREEMENT FOR EXTENDED ABSENCES**  
**Information for Students, Parents/Guardians, and Staff**

Independent Study is an optional educational alternative in which no pupil may be required to participate.

A student may only participate in an Independent Study Agreement once per school year.

Failure to complete assigned work may adversely affect a student's grades and will result in Independent Study privileges being revoked for the following school year.

We are unable to claim attendance for a student's unexcused absence, which extends between three and twenty days, unless there is a written agreement between the school and the family.

With a written agreement between the school and the family, the school can claim attendance for these extended absences as long as these procedures are followed:

1. **At least 5 school days prior to the absence**, parent(s)/guardian(s) contact the Office to request an Independent Study Agreement. Parent(s)/Guardian(s) and student complete and sign the Independent Study Agreement and submit it to the school office staff, who then gives a copy to the student's teacher.
2. **Within 1 day of the absence**, the classroom teacher provides class work assignments to the student on the attached Assignment Sheet, indicating what the student is expected to do while s/he is away from school in order to receive credit.
3. **The day the student returns to school**, the assigned school work must be turned in to the teacher with the Assignment Sheet.
4. **After the student returns to class**, the classroom teacher evaluates the work for credit, completes the Assignment Sheet, and submits to school office staff.
5. The office staff, with administrative support, marks the number of days of credit on the Independent Study Agreement.
6. The school office staff creates an Independent Study file for each student that contains the Independent Study Agreement, Assignment Sheet, samples of student work, and a copy of the student's attendance report from Aeries. A copy of the Independent Study Policy should be filed at the front of the Independent Study file drawer.
7. School office staff submits copies of completed Independent Study Agreements to SLCUSD Fiscal Services Department, with each month's attendance reports.

# Bellevue-Santa Fe Charter School

"What we learn with pleasure, we never forget."

## Independent Study Policy

The Administrator shall approve independent study for an individual student only upon determining that the student is prepared to meet the school's requirements for independent study.

As the intent of the independent study agreement is to prevent loss of learning during prolonged absences and not as a replacement for or alternative means to meet curricular requirements, the following guidelines are required.

- The minimum period of time for any independent study agreement shall be three school days.
- The maximum period of time for any independent study agreement shall be 20 school days.
- A student may only participate in an independent study agreement once per school year.

The Administrator shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (*Education Code 51747*)

All assigned work on an independent study agreement, must be completed and submitted to the school site the day the student returns to school.

### *Legal Reference:*

#### EDUCATION CODE

*17289 Exemption for facilities*

*42283 Revenue limits*

*44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment*

*46300-46300.6 Methods of computing ADA*

*47612.5 Independent study in charter schools*

*48204 Residency based on parent employment*

*48206.3 Home or hospital instruction: students with temporary disabilities*

*48220 Classes of children exempted*

*48340 Improvement of pupil attendance*

*48915 Expulsion; particular circumstances*

*48916.1 Educational program requirements for expelled students*

*48917 Suspension of expulsion order*

*51225.3 Requirements for high school graduation*

*51745-51749.3 Independent study programs*

*56026 Individuals with exceptional needs*

#### FAMILY CODE

*6550 Authorization affidavits*

#### CODE OF REGULATIONS, TITLE 5

*11700-11703 Independent Study*

#### COURT DECISION

*Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal. App. 4<sup>th</sup> 1365*

### *Management Resources:*

#### CDE PUBLICATION

*Independent Study Operations, Manual, 2000 edition*

#### WEB SITES

*California Consortium for Independent Study: <http://www.ccis.org>*

*California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>*

**See attached Independent Study Agreement**

GB Approved 11 02 17



San Luis Coastal Unified School District

**ELEMENTARY SCHOOL STUDENT  
INDEPENDENT STUDY AGREEMENT FOR EXTENDED ABSENCES**  
Information for Students, Parents, and Staff

Independent Study is an optional educational alternative in which no pupil may be required to participate.  
A student may only participate in an Independent Study Agreement once per school year.  
Failure to complete assigned work may adversely affect a student's grades and will result in Independent Study privileges being revoked for the following school year.

We are unable to claim attendance for a student's unexcused absence, which extends between five and twenty days, unless there is a written agreement between the school and the family.

With a written agreement between the school and the family, the school can claim attendance for these extended absences as long as these procedures are followed:

1. **At least 10 school days prior to the absence**, parents and student complete and sign the attached Independent Study Agreement and submit it to the school office staff, who then gives a copy to the student's teacher.
2. **Within 2 days of the absence**, the classroom teacher provides class work assignments to the student on the attached Assignment Sheet, indicating what the student is expected to do while s/he is away from school in order to receive credit.
3. **On the first day the student returns to school**, the assigned school work must be turned in to the teacher with the Assignment Sheet.
4. **Within 3 school days after the student returns to class**, the classroom teacher evaluates the work for credit, completes the Assignment Sheet, and submits to school office staff.
5. The office staff, with administrative support, marks the number of days of credit on the Independent Study Agreement. Teacher notifies parent if full credit is not given.
6. The school office staff creates a file for each student (not a cum file) that contains the Independent Study Agreement, Assignment Sheet, samples of student work, and a copy of the student's attendance report from PowerSchool. A copy of the Independent Study Board Policy 6158 should be filed at the front of the Independent Study file drawer.
7. School office staff sends copies of completed Independent Study Agreements to Sharon Bloom, Fiscal Services Department, with each month's attendance reports.
8. Student must complete at least 60% of daily assignment(s) to receive daily attendance credit. However, the student's work will be graded upon both the percentage completed and the quality and correctness of the work presented.



## BSFCS Governing Policy

### RACIAL BALANCE OUTREACH

It is the intent of the Bellevue-Santa Fe Charter School (BSFCS) Governing Board, in compliance with the *Charter Schools Act of 1992*, to “achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”

To achieve this end, the BSFCS Governing Board commits themselves to the following course of action:

1. Annual newspaper ads will be purchased and advertised on the school website promoting to the whole community their equal opportunity to enroll at BSFCS, and emphasizing the non-discriminatory nature of the BSFCS admissions policy.
2. Through the use of California School Information Services (CSIS) attendance data for BSFCS and SLCUSD, the BSFCS Board will keep themselves aware of any discrepancies that exist between the racial and ethnic composition of the two entities.
3. Through website disclosure of the most current BSFCS School Accountability Report Card (SARC), the BSFCS Governing Board will keep its parents and community aware of the progress BSFCS is making in achieving this racial and ethnic balance.
4. The BSFCS Governing Board will consistently work with the entire BSFCS staff to ensure that a school climate is maintained where people of all races and ethnic backgrounds are welcomed and respected.





Bellevue-Santa Fe Charter School

**Admissions Policy**

**A. APPLICATION TO BSFCS**

1. Bellevue-Santa Fe Charter School (BSFCS) Request for Enrollment forms are available in the BSFCS office (Monday-Friday, 8:00a.m. - 4:00p.m.) or can be accessed at BSFCS.org. To be eligible for enrollment in the current school year, students must be at least 5 years of age on or before September 1<sup>st</sup>. To be eligible for the Annual Public Admissions Lottery ("Lottery"), students must be at least 5 years of age on or before September 1<sup>st</sup> of the upcoming school year.
2. Applicants are limited to Lottery participation in one and only one grade level per academic year as determined by age and previous academic enrollment.
3. A new applicant's selection category in the Lottery is determined by where the applicant resides, if the applicant currently has a sibling attending BSFCS or if the applicant's parent/legal guardian is a fulltime BSFCS staff member.
4. New applicants that have already participated in a Lottery will be selected for admission based on their Lottery placement number within their selection category. Whether an applicant is admitted to BSFCS therefore is dependent on the number of available openings at the requested grade level, and the applicant's assigned placement number within their selection category.
5. New applicants that have not participated in a Lottery will be admitted following placement of applicants in the same selection category that have already participated in a Lottery. Applicants that have not participated in a Lottery will be selected for admission based on their selection category, and the date their completed Request for Enrollment form and residency documentation was received at BSFCS.
6. All new applicants must include proof of residency documentation with their Request for Enrollment form. Acceptable proof of residency documentation is set forth in the BSFCS Proof of Residency Policy.

**B. SCHOOL CAPACITY**

The capacity of Bellevue-Santa Fe Charter School at each grade level is determined by the BSFCS administrator.

**C. ANNUAL PUBLIC ADMISSIONS LOTTERY**

1. BSFCS will conduct a Lottery each year prior to April 1. The Lottery shall determine the placement of applicants within the same selection category and application request year group for the upcoming school year.
2. **Parents or legal guardians of new applicants eligible for admission are required to complete and return a Request for Enrollment form and residency documentation by close of business on the last business day in February for the next school year's fall enrollment.** If a new applicant's Request for Enrollment form and residency documentation is not received at the BSFCS office by the last business day in February their right to participate in the Lottery will be forfeited.
3. BSFCS will mail parents or legal guardians results of the Lottery no later than April 1<sup>st</sup>. Results can also be obtained on or after April 1<sup>st</sup> at the BSFCS office.

#### **D. APPLICANT CLASSIFICATION AND PLACEMENT**

1. **ADMISSION GROUP.** All applicants requesting admission to Bellevue-Santa Fe Charter School will be assigned to an admission group. Admission groups are classified based on the following criteria:

a) **Grade Level.**

b) **Selection Category.** The seven selection categories are:

1. Continuing students.
2. New student siblings of continuing students within the former attendance area.
3. New students within the former attendance area.
4. New student siblings of continuing students.
5. New students of fulltime staff.
6. New students within SLCUSD.
7. New students outside SLCUSD.

Note: In order to maximize student participation in BSFCS, the Administrator may adjust class sizes at his or her discretion. The Administrator's decision to expand class size shall be based on, but not limited to: BSFCS family continuity, impact on staff and instructional programs and physical plant considerations.

c) **Application Request Year.** The application request year is defined to be the Lottery year in which the applicant submits their initial Request for Enrollment and residency documentation. Lottery years run from the day following the last business day in February of the current calendar year to the last business day in February of the following calendar year. An applicant's Request for Enrollment form and residency documentation must be received at the BSFCS office no later than the close of business on the last business day in February to qualify for that year's Lottery. An applicant maintains their **initial** application request year as long as their Request for Enrollment form and residency documentation is updated annually.

2. **PLACEMENT NUMBER.** Following the Lottery, each applicant will receive a placement number within their respective selection category.

3. **CLASSIFICATION.** Each applicant to BSFCS participating in a Lottery is assigned:

- a) a grade level,
- b) a selection category,
- c) an application request year, and
- d) a placement number within the applicant's admission group.

#### **E. APPLICANT SELECTION**

1. Admission groups will be admitted, by grade level, beginning with Selection Category 1 and continuing in sequential order through category 7.
2. Those applicants who participated in the Lottery process that were not selected for admission, will be placed on a waiting list reflective of their admission group.

3. An applicant's position on the waiting list for their respective admission group will be based on the placement number assigned to them during the Lottery process. Each admission group will have its own waiting list.
4. Applicants participate in only one Lottery. An applicant's position on their respective waiting list is maintained irrespective of subsequent Annual Public Admissions Lotteries. The applicant must maintain a current Request for Enrollment form and residency documentation with BSFCS.
5. Prior to the last business day in February, any applicant currently assigned to a waiting list will be notified by mail that a Request for Enrollment and updated residency documentation for the upcoming year must be completed by the last business day in February in order to maintain their current placement on the waiting list. **Should a Request for Enrollment and updated residency documentation for the upcoming school year not received by the close of business on the last business day in February, the applicant will forfeit current placement on the waiting list.**
6. If, after placement of all Lottery participants, openings become available in one or more grade levels, those openings will be filled based on the applicant's selection category and application date until capacity for each grade level is reached. The date the application is received at BSFCS will be considered the application date. Applicants admitted in this manner will be assigned a placement number one greater than the highest placement number belonging to a continuing student of the same grade level, selection category and application request year. (see Section D)

#### **F. CHANGES IN SELECTION GROUP STATUS**

An applicant's selection group may change due to any of the following:

1. **Enrollment in BSFCS.** Once an applicant is enrolled (defined as the student's first day of instruction) their selection category will be revised to selection category 1 in accordance with their new status.
2. **Changes in Residence.** The selection category will be revised for new applicants who have had a change of residence prior to enrollment that affects their selection category status. Applicants having a change of residence status will be reassigned a placement number one greater than the largest placement number belonging to a new applicant of the same grade level, selection category, and application request year. In cases of multiple applicants being reassigned to the same admission group, the applicants will be placed in order of their prior placement number.
3. **Changes in Sibling Status.** The selection category for applicants in categories 3, 6 and 7 whose sibling is enrolled into BSFCS, will be revised in the case whereby a sibling is enrolled following the Lottery process. Including, but not limited to the following example: Applicant in selection category 6 is enrolled, selection category of said applicant's sibling(s) will be revised to selection category 4.

Applicants having a change of selection category status due to a sibling being accepted will be reassigned a placement number one greater than the highest placement number belonging to an applicant of the same grade level, selection category, and application request year. In cases of multiple applicants being reassigned to the same admission group, the applicants will be placed in the order of their prior placement number.

#### **G. SPECIAL EDUCATION**

Applicants with special needs will have the same opportunity for enrollment at BSFCS as all other applicants.

GB Approved 11 14 19



**BELLEVUE-SANTA FE CHARTER SCHOOL  
Governance Board Calendar – 2021-22**

<p><b>JULY</b></p>	<p><b>AUGUST 19, 2021</b></p> <p><u>Open Session 4:00</u> <u>Information:</u> 45 Day Budget Revise BSFCS COVID Precautions 2021-22</p> <p><u>Discussion:</u> Uniform Complaint Procedure Appoint GB Officers GB Calendar GB Declaration</p> <p><u>Action:</u> Uniform Complaint Procedure Appoint GB Officers GB Calendar</p>	<p><b>SEPTEMBER 16, 2021</b></p> <p><u>Open Session: 4:00</u> <u>Information:</u> CAASPP Report Instructional Materials Sufficiency</p> <p><u>Discussion:</u> Governing Board Goals Appoint GB Officers</p> <p><u>Action:</u> 2020-21 Unaudited Actuals Report Appoint GB Officers Instructional Materials Sufficiency</p> <p><u>Consent Agenda:</u> Approval of Overnight Fieldtrip</p>	<p><b>OCTOBER 21, 2021</b></p> <p><u>Closed Session 3:30</u> <u>Open Session: 4:00</u> <u>Discussion:</u> Independent Study Policy (1<sup>st</sup> reading) Anaphylaxis Policy (1<sup>st</sup> reading) Afterschool Care</p> <p><u>Action:</u> Independent Study Policy (1<sup>st</sup> reading) Anaphylaxis Policy (1<sup>st</sup> reading)</p>
<p><b>NOVEMBER 18, 2021</b></p> <p><u>Open Session 4:00</u> <u>Public Hearing:</u> Educator Effectiveness Block Grant (EEBG)</p> <p><u>Discussion:</u> First Interim Budget Report PTO MOU Committee Independent Study Policy (2<sup>nd</sup> reading) Racial Balance Outreach Policy (1<sup>st</sup> reading) Admissions Policy (1<sup>st</sup> reading) Parking</p> <p><u>Action:</u> First Interim Budget Report PTO MOU Committee Independent Study Policy (2<sup>nd</sup> reading) Racial Balance Outreach Policy (1<sup>st</sup> reading) Admissions Policy (1<sup>st</sup> reading)</p>	<p><b>DECEMBER 16, 2021</b></p> <p><u>Open Session 4:00</u> <u>Information:</u> 2022-23 Instructional Calendar</p> <p><u>Discussion:</u> 2022-23 Instructional Calendar</p> <p><u>Action:</u> 2022-23 Instructional Calendar Educator Effectiveness Block Grant (EEBG)</p>	<p><b>JANUARY 20, 2022</b></p> <p><u>Open Session 4:00</u> <u>Information:</u> Statement of Economic Interest</p> <p><u>Discussion:</u> Behavior Expectations Policy (1<sup>st</sup> reading) Attendance Policy (1<sup>st</sup> reading) Homework Policy (1<sup>st</sup> reading)</p> <p><u>Action:</u> Behavior Expectations Policy (1<sup>st</sup> reading) Attendance Policy (1<sup>st</sup> reading) Homework Policy (1<sup>st</sup> reading)</p> <p><u>Consent Agenda:</u> Annual Financial Audit</p>	<p><b>FEBRUARY 17, 2022</b></p> <p>Special Governing Board meeting: Annual Gov. Board/Staff joint meeting</p> <p><u>Open Session: 4:00</u> <u>Information:</u> State Budget Projections</p> <p><u>Discussion:</u> Student Use of Technology Policy (1<sup>st</sup> reading) Dress Code Policy (1<sup>st</sup> reading) Internal Complaint Policy (1<sup>st</sup> reading)</p> <p><u>Action:</u> 2<sup>nd</sup> Interim Budget Report Student Use of Technology Policy (1<sup>st</sup> reading) Dress Code Policy (1<sup>st</sup> reading) Internal Complaint Policy (1<sup>st</sup> reading)</p>
<p><b>MARCH 17, 2022</b></p> <p><u>Open Session 4:00</u> <u>Information:</u> GB Election Process</p> <p><u>Discussion:</u> GB Election Process</p> <p><u>Action:</u> GB Election Process</p> <p><u>Consent Agenda:</u> Annual Financial Audit</p>	<p><b>APRIL 21, 2022</b></p> <p><b>ANNUAL TOWN HALL MEETING</b></p> <p><u>Open Session 4:00</u> <u>Information:</u> Curriculum and Instruction: • Mid-year Report Governing Board Candidate Statements</p> <p><u>Discussion:</u> Governing Board Goals</p> <p><u>Action:</u> GB Election – ratify results</p>	<p><b>MAY 19, 2022</b></p> <p><u>Open Session 4:00</u> <u>Public Hearing:</u> 2022-2023 Proposed Budget and Local Control Accountability Plan (LCAP)</p> <p><u>Information:</u> Review Governing Board Goals</p> <p><u>Discussion:</u> 2022-2023 Budget</p> <p><u>Action:</u> GB Election – ratify results</p>	<p><b>JUNE 2, 2022</b></p> <p><u>Open Session 4:00</u> <u>Information:</u> Curriculum and Instruction: Year end report GB self-assessment</p> <p><u>Discussion:</u> 2022-2023 Budget Adoption 2022-2023 LCAP Adoption Personnel Handbook</p> <p><u>Action:</u> 2022-2023 Budget Adoption 2022-2023 LCAP Adoption Personnel Handbook</p>